

COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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BEFORE THE ILLINOIS COMMERCE COMMISSION
160 NORTH LASALLE STREET, CHICAGO, ILLINOIS

Illinois Commerce Commission
RAIL SAFETY SECTION

In The Matter Of:

)
)
) The Metropolitan Water Reclamation District of
) Greater Chicago, a municipal corporation, for approval) Parcel No.: 54A, 54B, 54BB
) of Acquisition of Real Estate of Indian Harbor Belt)
) Railroad, a corporation of Indiana, Through Exercise of)
) Power of Eminent Domain,)

TO 1-0068

PETITION

TO: ILLINOIS COMMERCE COMMISSION
SPRINGFIELD, ILLINOIS

NOW COMES Petitioner, The Metropolitan Water Reclamation District of Greater Chicago, a municipal corporation by its attorneys, Michael Rosenberg, General Attorney, and Earl L. Neal & Associates, Special Attorneys, and moves for approval by the Illinois Commerce Commission of the acquisition of certain real property described herein, pursuant to Section 102 of the Eminent Domain Article of the Illinois Code of Civil Procedure, 735 ILCS 5/7-102, and as grounds for said Petition states as follows:

1. Petitioner is a municipal corporation organized and existing under the laws of the State of Illinois having among its purposes control of drainage, pollution, and flooding of waters within its territorial limits; Petitioner is authorized, in carrying out said purposes, to acquire real estate through exercise of the power of eminent domain, all as provided by "An Act to Create Sanitary Districts and remove obstructions in the Des Plaines and Illinois Rivers", and the several acts of the legislature supplemental and amendatory thereto, 70 ILCS 2605/1 et. seq.

2. The post office address of the Petitioner is as follows: Metropolitan Water Reclamation District of Greater Chicago, c/o Earl L. Neal & Associates, 111 West Washington Street, Suite 1700, Chicago, Illinois 60602.

DOCKETED

3. The post office address of the Respondent is as follows: Indiana Harbor Belt Railroad, c/o Roger A. Serpe, General Counsel, 111 West Jackson Boulevard, Suite 2215, Chicago, Illinois 60604.

4. In furtherance of its corporate purposes, Petitioner is constructing a tunnel and reservoir system under the existing underway within the Chicagoland area to provide for the collection, storage, and treatment of excess storm waters and sewage from existing combined sewers during rainfalls. The project contemplates construction of approximately 125 miles of tunnel at an average depth of 250 feet and a range in diameter from 5 to 36 feet. The complete improvement will prevent Chicagoland flooding problems, combined sewer overflows, and pollution of inland waters thus protecting Lake Michigan as the source of water supply.

5. The tunnel and reservoir plan requires construction, operation, and maintenance by Petitioner of certain drop shafts, access shafts, construction shafts, tunnels and connecting structures at intervals along the banks of the Chicago and Calumet River systems. Petitioner has determined by ordinance that impressment of permanent easements, and a temporary easement over, under and through certain real property as legally described and graphically designated on Exhibit A, attached hereto and made a part hereof, is necessary, convenient and desirable to the execution of the aforesaid tunnel and reservoir system. Said real property is legally owned by Indian Harbor Belt Railroad, a corporation of Indiana, a common carrier subject to the jurisdiction of the Illinois Commerce Commission and said Commission has jurisdiction of the subject matter hereto.

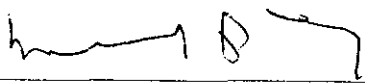
6. The acquisition, construction, and operation of the aforesaid tunnel and reservoir system will promote the public interest and convenience, and failure of Petitioner to secure the required easements in a timely manner will result in irreparable harm to the public; impressment by Petitioner of the subject easements will have no adverse effect upon the operations of Respondent and will not be deleterious to the public interest in any way.

7. Petitioner has a schedule for the execution and completion of the subject improvement. In order to accommodate the aforesaid schedule, said easements must be acquired expeditiously.

8. Petitioner has sought to obtain an Irrevocable License Agreement For Pipe Transverse Crossings and Longitudinal Occupations in form attached herein as Exhibit B but has been unsuccessful in securing same through negotiations with Respondent, and is about to file a Complaint for Condemnation under the Eminent Domain Act and move for immediate vesting of the required easements under the "quick-take" provisions of Section 103 of the Eminent Domain Article, 735 ILCS 5/7-103.

WHEREFORE, Petitioner prays that this Commission approve impressment of the subject easements in the above designated property and immediate vesting in Petitioner of title thereto through exercise by Petitioner of the power of eminent domain pursuant to the Eminent Domain Act of the State of Illinois.

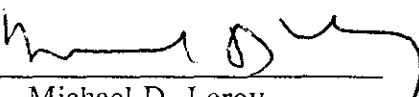
**THE METROPOLITAN WATER RECLAMATION
DISTRICT OF GREATER CHICAGO**, a municipal
corporation,

By: 
Earl L. Neal & Associates
Special Attorneys for The Metropolitan Water
Reclamation District of Greater Chicago

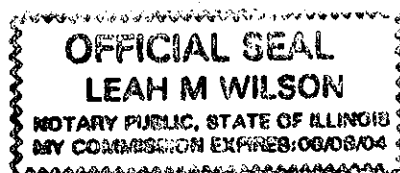
Michael Rosenberg
General Attorney
Michael D. Leroy
Earl L. Neal & Associates
Special Attorneys for The Metropolitan Water Reclamation District of Greater Chicago
111 West Washington Street
Suite 1700
Chicago, Illinois 60602
(312) 641-7144
Firm No. 35615

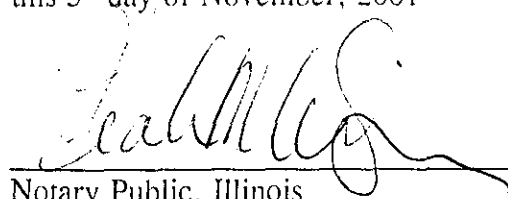
VERIFICATION

I, Michael D. Leroy, first being duly sworn upon oath depose and say that I am a Special Attorney for the Metropolitan Water Reclamation District, a municipal corporation; that I have read the above and foregoing petition by me subscribed and know the contents thereof; that said contents are true in substance and in fact, except as to those matters stated upon information and belief, and as to those, I believe same to be true.


Michael D. Leroy

Subscribed and sworn to before me
this 5th day of November, 2001




Notary Public, Illinois

PETITION BEFORE
THE STATE OF ILLINOIS
COMMERCE COMMISSION

In The Matter Of:

The Metropolitan Water Reclamation District of Greater Chicago, a municipal corporation, for approval of Acquisition of Real Estate of Indian Harbor Belt Railroad, a corporation of Indiana, Through Exercise of Power of Eminent Domain,) Parcel No.: 54A, 54B, 54BB)

NOTICE OF FILING

To: Indiana Harbor Belt Railroad
c/o Mr. Roger A. Serpe
Registered Agent and General Counsel
111 West Jackson Boulevard
Suite 2215
Chicago, IL 60604

PLEASE TAKE NOTICE that on November 5, 2001, we filed the attached **PETITION FOR ILLINOIS COMMERCE COMMISSION APPROVAL** with the Clerk of the Illinois Commerce Commission in Springfield, Illinois, a copy of which is hereby served upon you.

METROPOLITAN WATER RECLAMATION
DISTRICT OF GREATER CHICAGO,
Petitioner

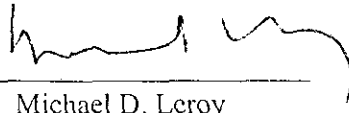
By:

Earl L. Neal & Associates
Special Attorney

Michael Rosenberg
General Attorney
Michael D. Leroy
Earl L. Neal & Associates
Special Attorneys for
Metropolitan Water Reclamation District of Greater Chicago
111 West Washington Street - Suite 1700
Chicago, Illinois 60602
(312) 641-7144

CERTIFICATE OF SERVICE

I hereby certify that I served this Notice with attached Petition by mailing a copy to the above mentioned parties and by depositing the same in the U.S. Mail at 111 West Washington Street, Chicago, Illinois on November 5, 2001

A handwritten signature in black ink, appearing to read "Michael D. Leroy", is written over a horizontal line.

Michael D. Leroy

GRANTOR: INDIANA HARBOR BELT
RAILROAD COMPANY, A
CORPORATION OF INDIANA

PARCEL 54A - PERMANENT EASEMENT

THAT PART OF THE EAST ½ OF THE SE ¼ OF SECTION 6 (N.I.B.L),
TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL
MERIDIAN IN COOK COUNTY, ILLINOIS BEING A 10.00 FOOT WIDE STRIP OF
LAND LYING 5.00 FEET ON EACH SIDE OF A CENTERLINE MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT-
OF-WAY LINE THORNTON ROAD AND THE NORTHWESTERLY RIGHT-OF-
WAY LINE OF THE 66.00 FOOT RIGHT-OF-WAY LINE OF THE INDIANA
HARBOR BELT RAILROAD; THENCE SOUTHWESTERLY ALONG SAID
NORTHWESTERLY LINE OF SAID 66.00 FOOT STRIP 11.50 FEET TO THE
POINT OF BEGINNING; THENCE S 57° 32' 30" E, 76.50 FEET, MORE OR
LESS, TO A POINT OF TERMINATION ON THE SOUTHEASTERLY RIGHT-OF-
WAY LINE OF SAID 66.00 FOOT STRIP.

THE SIDELINES OF SAID PERMANENT EASEMENT ARE TO BE
LENGTHENED OR SHORTENED BEGINNING ON THE SAID NORTHWESTERLY
LINE AND TERMINATING ON SAID SOUTHEASTERLY LINE.

PIN NO. 29-06-506-001

ALL AS SHOWN ON A PLAT MARKED EXHIBIT 54A ATTACHED HERETO
AND MADE A PART HEREOF.

Exhibit A

GRANTOR: INDIANA HARBOR BELT
RAILROAD COMPANY, A
CORPORATION OF INDIANA

PARCEL 54B - PERMANENT EASEMENT

A PART OF THE FOLLOWING TWO PARCELS OF LAND SITUATED IN THE SOUTHEAST FRACTIONAL $\frac{1}{4}$ OF SECTION 6, NORTH TO INDIAN BOUNDARY LINE, IN TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF SPECIALVILLE, TO WIT:

BEING THE NORTHEASTERLY $\frac{1}{2}$ OF 139TH STREET AND ALL OF BLOCKS 1 TO 7 INCLUSIVE, TOGETHER WITH ALL OF THE VACATED STREETS AND ALLEYS, ALL IN YOUNG'S ADDITION TO HARVEY, BEING A SUBDIVISION IN THE SOUTHEAST FRACTIONAL $\frac{1}{4}$ OF SECTION 6, NORTH OF THE INDIAN BOUNDARY LINE, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN COMPRISING A STRIP OF LAND 700.92 FEET, MORE OR LESS, IN WIDTH, LYING NORTHWESTERLY OF, PARALLEL AND ADJACENT TO THE SAID INDIAN BOUNDARY LINE, AND EXTENDING NORTHEASTERLY FROM THE CENTER LINE OF 139TH STREET, IN SAID YOUNG'S ADDITION TO HARVEY, TO THE NORTHEASTERLY LINE OF SAID ADDITION;

SAID PART BEING THAT PART OF THE ABOVE DESCRIBED TRACT WHICH LIES NORTHERLY OF A STRAIGHT LINE EXTENDED ACROSS SAID TRACT WHICH INTERSECTS THE WEST LINE OF SAID SOUTHEAST FRACTIONAL $\frac{1}{4}$ AT A POINT 200 FEET SOUTH OF THE SOUTH LINE OF THE 66 FOOT RIGHT OF WAY OF THE INDIANA HARBOR BELT RAILROAD COMPANY, MEASURED ALONG THE WEST LINE OF SAID SOUTHEAST FRACTIONAL $\frac{1}{4}$, AND INTERSECTS THE INDIAN BOUNDARY LINE AT A POINT 235.99 FEET, MEASURED ALONG SAID INDIAN BOUNDARY LINE, SOUTHWESTERLY FROM THE INTERSECTION OF SAID INDIAN BOUNDARY LINE WITH THE EAST LINE OF SAID SOUTHEAST FRACTIONAL $\frac{1}{4}$ OF SECTION 6, NORTH OF THE INDIAN BOUNDARY LINE AFORESAID;

AND ALSO (EXCEPTING THEREFROM THAT PART OF BLOCK 1 IN YOUNG'S ADDITION TO HARVEY AFORESAID), BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF THORNTON ROAD WITH THE INDIAN BOUNDARY LINE AFORESAID, SAID INTERSECTION BEING 427.47 FEET SOUTHWESTERLY OF THE EAST LINE OF SAID SOUTHEAST FRACTIONAL $\frac{1}{4}$ (AS MEASURED ON SAID INDIAN BOUNDARY LINE); THENCE NORTHWESTERLY ON THE CENTER LINE OF THORNTON ROAD AFORESAID, SAID CENTER LINE FORMING AN ANGLE OF $83^{\circ} 14' 32''$ WITH SAID INDIAN BOUNDARY LINE (AS MEASURED FROM SOUTHWEST TO WEST TO NORTHWEST) A DISTANCE OF 222 FEET; THENCE NORTHERLY TO A POINT ON THE NORTHEASTERLY LINE OF BLOCK 1 AFORESAID, WHICH IS 406 FEET NORTHWESTERLY OF SAID INDIAN BOUNDARY LINE (AS MEASURED ON SAID NORTHEASTERLY LINE; THENCE SOUTHEASTERLY ON SAID NORTHEASTERLY LINE TO SAID INDIAN BOUNDARY LINE; THENCE SOUTHWESTERLY TO THE PLACE OF BEGINNING;

AND ALSO (EXCEPTING THEREFROM THAT PART OF THE SOUTHEAST FRACTIONAL $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE) LYING SOUTHERLY OF THE CENTER LINE OF THORNTON ROAD AND EASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF SAID THORNTON ROAD WITH THE INDIAN BOUNDARY LINE AFORESAID, SAID INTERSECTION BEING 427.47 FEET SOUTHWESTERLY OF THE EAST LINE OF SAID SOUTHEAST FRACTIONAL $\frac{1}{4}$ (AS MEASURED ON SAID INDIAN BOUNDARY LINE); THENCE NORTHWESTERLY ON THE CENTER LINE OF THORNTON ROAD AFORESAID, SAID CENTER LINE FORMING AN ANGLE OF $83^{\circ} 14' 32''$ WITH SAID INDIAN BOUNDARY LINE (AS MEASURED A DISTANCE OF 448.93 FEET FOR A PLACE OF BEGINNING; THENCE SOUTHWESTERLY TO A POINT 464.17 FEET SOUTHWESTERLY OF AND 211.84 FEET NORTHWESTERLY OF THE AFORESAID INTERSECTION OF THE INDIAN BOUNDARY LINE WITH THE CENTER LINE OF THORNTON ROAD, AS MEASURED ON SAID INDIAN BOUNDARY LINE, AND ON A LINE AT RIGHT ANGLES THERETO, ALL IN COOK COUNTY, ILLINOIS BEING A 10.00 FOOT WIDE STRIP OF LAND LYING 5.00 FEET ON EACH SIDE OF A CENTER LINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF THORNTON ROAD AND THE INDIAN BOUNDARY LINE; THENCE N 83° 14' 32" W, 222.00 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID THORNTON ROAD AND THE WESTERLY LINE OF I-57 (S.B.); THENCE NORTHERLY ALONG THE SAID WESTERLY LINE 29.00 FEET TO THE POINT OF BEGINNING; THENCE N 51° 53' 06" W, 370.00 FEET; THENCE N 57° 32' 30" W, 110.00 FEET, MORE OR LESS, TO A POINT OF TERMINATION ON THE NORTHWESTERLY LINE OF THE SAID 700.92 STRIP.

THE SIDELINES OF SAID PERMANENT EASEMENT ARE TO BE LENGTHENED OR SHORTENED BEGINNING ON THE SAID WESTERLY LINE AND TERMINATING ON SAID NORTHWESTERLY LINE OF 700.92 FEET STRIP.

PIN NO. 29-06-401-005

ALL AS SHOWN ON A PLAT MARKED EXHIBIT 54A ATTACHED HERETO AND MADE A PART HEREOF.

GRANTOR: INDIANA HARBOR BELT
RAILROAD COMPANY, A
CORPORATION OF INDIANA

PARCEL 54BB - TEMPORARY EASEMENT

A PART OF THE FOLLOWING TWO PARCELS OF LAND SITUATED IN THE SOUTHEAST FRACTIONAL $\frac{1}{4}$ OF SECTION 6, NORTH TO INDIAN BOUNDARY LINE, IN TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF SPECIALVILLE, TO WIT:

BEING THE NORTHEASTERLY $\frac{1}{2}$ OF 139TH STREET AND ALL OF BLOCKS 1 TO 7 INCLUSIVE, TOGETHER WITH ALL OF THE VACATED STREETS AND ALLEYS, ALL IN YOUNG'S ADDITION TO HARVEY, BEING A SUBDIVISION IN THE SOUTHEAST FRACTIONAL $\frac{1}{4}$ OF SECTION 6, NORTH OF THE INDIAN BOUNDARY LINE, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN COMPRISING A STRIP OF LAND 700.92 FEET, MORE OR LESS, IN WIDTH, LYING NORTHWESTERLY OF, PARALLEL AND ADJACENT TO THE SAID INDIAN BOUNDARY LINE, AND EXTENDING NORTHEASTERLY FROM THE CENTER LINE OF 139TH STREET, IN SAID YOUNG'S ADDITION TO HARVEY, TO THE NORTHEASTERLY LINE OF SAID ADDITION;

SAID PART BEING THAT PART OF THE ABOVE DESCRIBED TRACT WHICH LIES NORTHERLY OF A STRAIGHT LINE EXTENDED ACROSS SAID TRACT WHICH INTERSECTS THE WEST LINE OF SAID SOUTHEAST FRACTIONAL $\frac{1}{4}$ AT A POINT 200 FEET SOUTH OF THE SOUTH LINE OF THE 66 FOOT RIGHT OF WAY OF THE INDIANA HARBOR BELT RAILROAD COMPANY, MEASURED ALONG THE WEST LINE OF SAID SOUTHEAST FRACTIONAL $\frac{1}{4}$, AND INTERSECTS THE INDIAN BOUNDARY LINE AT A POINT 235.99 FEET, MEASURED ALONG SAID INDIAN BOUNDARY LINE, SOUTHWESTERLY FROM THE INTERSECTION OF SAID INDIAN BOUNDARY LINE WITH THE EAST LINE OF SAID SOUTHEAST FRACTIONAL $\frac{1}{4}$, OF SECTION 6, NORTH OF THE INDIAN BOUNDARY LINE AFORESAID.

AND ALSO (EXCEPTING THEREFROM THAT PART OF BLOCK 1 IN YOUNG'S ADDITION TO HARVEY AFORESAID), BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF THORNTON ROAD WITH THE INDIAN BOUNDARY LINE AFORESAID, SAID INTERSECTION BEING 427.47 FEET SOUTHWESTERLY OF THE EAST LINE OF SAID SOUTHEAST FRACTIONAL $\frac{1}{4}$ (AS MEASURED ON SAID INDIAN BOUNDARY LINE); THENCE NORTHWESTERLY ON THE CENTER LINE OF THORNTON ROAD AFORESAID, SAID CENTER LINE FORMING AN ANGLE OF $83^{\circ} 14' 32''$ WITH SAID INDIAN BOUNDARY LINE (AS MEASURED FROM SOUTHWEST TO WEST TO NORTHWEST) A DISTANCE OF 222 FEET; THENCE NORTHERLY TO A POINT ON THE NORTHEASTERLY LINE OF BLOCK 1 AFORESAID, WHICH IS 406 FEET NORTHWESTERLY OF SAID INDIAN BOUNDARY LINE (AS MEASURED ON SAID NORTHEASTERLY LINE; THENCE SOUTHEASTERLY ON SAID NORTHEASTERLY LINE TO SAID INDIAN BOUNDARY LINE; THENCE SOUTHWESTERLY TO THE PLACE OF BEGINNING;

AND ALSO (EXCEPTING THEREFROM THAT PART OF THE SOUTHEAST FRACTIONAL $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE) LYING SOUTHERLY OF THE CENTER LINE OF THORNTON ROAD AND EASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF SAID THORNTON ROAD WITH THE INDIAN BOUNDARY LINE AFORESAID, SAID INTERSECTION BEING 427.47 FEET SOUTHWESTERLY OF THE EAST LINE OF SAID SOUTHEAST FRACTIONAL $\frac{1}{4}$ (AS MEASURED ON SAID INDIAN BOUNDARY LINE); THENCE NORTHWESTERLY ON THE CENTER LINE OF THORNTON ROAD AFORESAID, SAID CENTER LINE FORMING AN ANGLE OF $83^{\circ} 14' 32''$ WITH SAID INDIAN BOUNDARY LINE (AS MEASURED FROM SOUTHWEST TO WEST TO NORTHWEST) A DISTANCE OF 448.93 FEET FOR A PLACE OF BEGINNING; THENCE SOUTHWESTERLY TO A POINT 464.17 FEET SOUTHWESTERLY OF AND 211.84 FEET NORTHWESTERLY OF THE AFORESAID INTERSECTION OF THE INDIAN BOUNDARY LINE WITH THE CENTER LINE OF THORNTON ROAD, AS MEASURED ON SAID INDIAN BOUNDARY LINE, AND ON A LINE AT RIGHT ANGLES THERETO, ALL IN COOK COUNTY, ILLINOIS BEING A 30.00 FOOT WIDE STRIP OF LAND LYING 15.00 FEET ON EACH SIDE OF A CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF THORNTON ROAD AND THE INDIAN BOUNDARY LINE; THENCE N 83° 14' 32" W, 222.00 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID THORNTON ROAD AND THE WESTERLY LINE OF I-57 (S.B.); THENCE NORTHERLY ALONG THE SAID WESTERLY LINE 29.00 FEET; THENCE N 51° 53' 06" W, 350.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE 20.00 FEET; THENCE N 57° 32' 30" W, 20.00 FEET, MORE OR LESS, TO A POINT OF TERMINATION TO THE NORTHWESTERLY LINE OF SAID 700.92 STRIP(EXCEPTING THEREFROM PERMANENT EASEMENT PARCEL 54B).

THE SIDELINES OF SAID TEMPORARY EASEMENT ARE TO BE LENGTHENED OR SHORTENED BEGINNING ON A LINE PERPENDICULAR TO THE POINT OF BEGINNING AND TERMINATING ON THE NORTHWESTERLY LINE OF SAID 700.92 FOOT STRIP.

PIN NO. 29-06-401-005

ALL AS SHOWN ON A PLAT MARKED EXHIBIT 54A ATTACHED HERETO AND MADE A PART HEREOF.

7 of 8

AND

Indiana Harbor Belt Railroad Company, a Corporation of Illinois

GRANTOR(S)

SE 1/4 Sec 6-36-14, E 3rd PM (N.I.B.L.), E 3rd PM

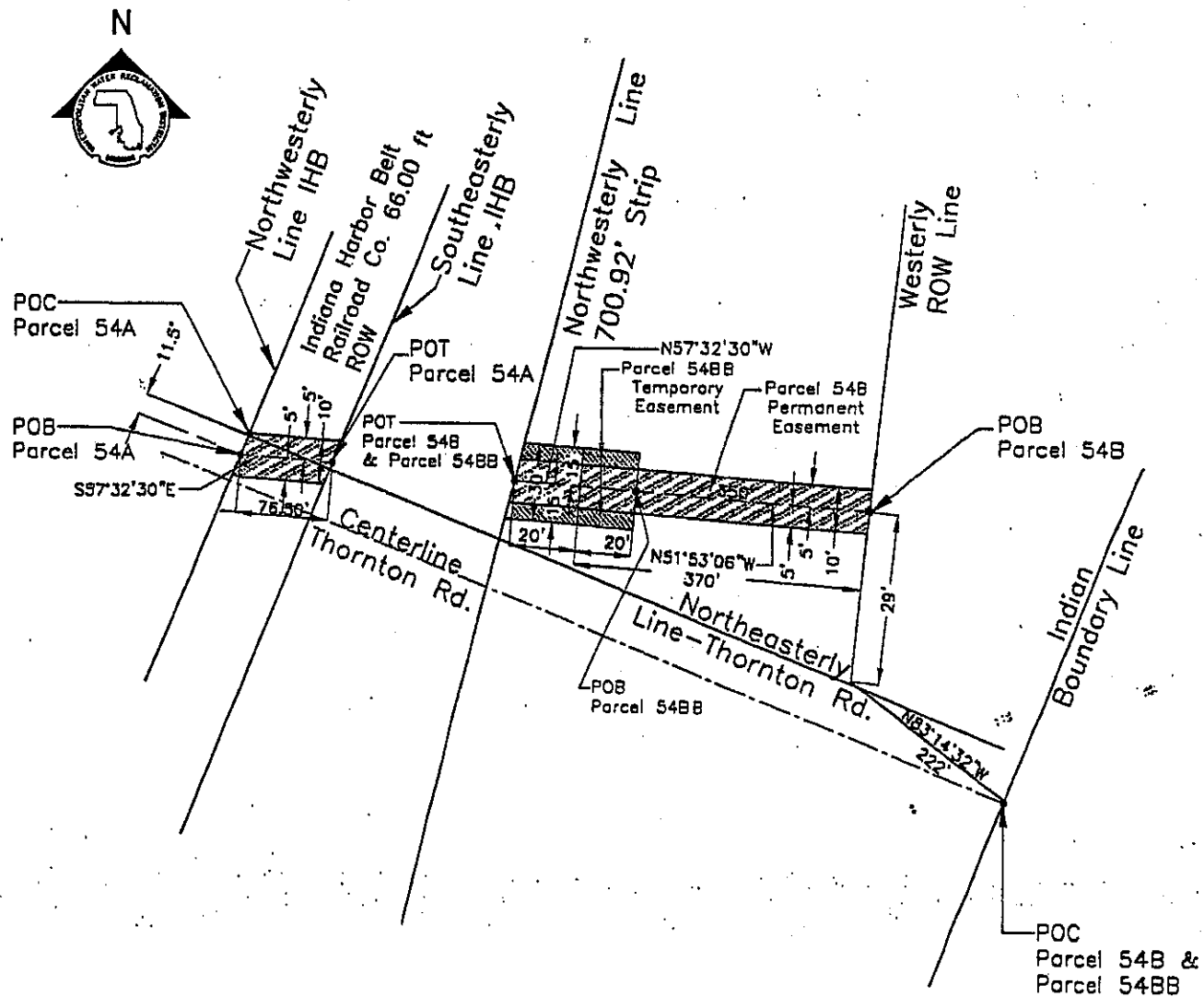


EXHIBIT 54A

Not to Scale

T. SZYSZKA
NEGOTIATOR

J. J. KOLAR

DRAWN BY

4-10-01

DATE

Calumet Tunnel System; Tunnels,
Shafts, and Connecting Structures;
Little Calumet Leg

PROJECT

75-213-2H

PCMS NO.

IRREVOCABLE LICENSE AGREEMENT FOR PIPE
TRANSVERSE CROSSINGS AND LONGITUDINAL
OCCUPATIONS

THIS AGREEMENT, made this _____ day of _____, 2001, between INDIANA HARBOR BELT RAILROAD COMPANY party of the first part (hereinafter called "Railroad") and the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a municipal corporation, as party of the second part (hereinafter called "Licensee").

WITNESSETH, THAT

WHEREAS, the Licensee is about to construct a Tunnel System with appurtenances thereto, (hereinafter termed the "System") Calumet Tunnel System, Tunnels, Shafts, and Connecting Structures, Little Calumet Leg (Contract 75-213-2H), the same to be an adjunct of and an addition to the Channels and Outlets to the Licensee.

WHEREAS, in order to construct the System, it is necessary for the Licensee to obtain permanent easements, rights, privileges, and authority to construct, reconstruct, repair, maintain, operate, and have access to, a certain part of the System upon, under and through the premises hereinafter described; and

WHEREAS, for the purposes of facilitating the construction of the System, upon, under, and through the real estate hereinafter described, it is necessary for the Licensee to obtain a temporary easement, right, privilege, and authority during the construction of said part of the System on said premises, to use certain additional real estate, adjacent thereto, hereinafter described, for access to the work, transportation, and storage of materials, tools, equipment and surplus excavation; and

WHEREAS, Licensee's procedures require that compensation for the rights to be provided by Railroad be made in one lump sum payment, instead of annually, and the Licensee has caused the present total value of those payments, as customarily assessed by the Railroad, to be determined; and

WHEREAS, in order to construct, operate, and maintain the System, the rights of the Licensee in Parcels 54A and 54B must be permanent and irrevocable; and

Exhibit B

WHEREAS, the Railroad wishes to accommodate the requirements of the Licensee in order to facilitate the public improvement for which the rights conveyed herein are required.

NOW, THEREFORE, it is agreed by the parties as follows:

WITNESSETH, that the said Railroad (which when used herein shall include any lessor, successor or assignees of or operator over its railroad) insofar as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter stated on the part of the Licensee to be kept and performed, hereby permits, as a permanent and irrevocable license, the Licensee to construct, reconstruct, repair, maintain, and operate and have access to a certain part of the System through certain premises designated herein as Parcels 54A and 54B, legally described and graphically designated on Exhibit A attached hereto and a temporary easement during the construction of the System to use certain additional real estate, on Parcel 54BB, legally described and graphically designated on Exhibit B attached hereto, for access to the work, transportation, and storage of materials, tools, equipment and surplus excavation,

all of the foregoing in accordance with plans and specifications of Licensee and submitted by Licensee to and approved by the Chief Engineer of Railroad, incorporated herein by reference; also in accordance with current issues of Railroad Specifications Nos. CE 4 and/or CE 8; and shown on Plan No. _____ dated _____ marked Exhibit "A", attached hereto and made a part of this Agreement, all and any part thereof being hereafter referred to as the "FACILITIES", said license, however, shall be under and subject to the following terms, covenants and conditions as hereinafter recited, which are hereby accepted and agreed to, by the Licensee, to wit:

1. The Licensee shall pay to the Railroad upon the execution hereof, the sum of _____ and no/100 (\$ _____) Dollars as full compensation for the rights and privileges granted herein.

2. (a) The FACILITIES shall be located, constructed and maintained in exact accordance with said construction plans and for the purpose as outlined on Page 1. No departure shall be made at any time therefrom except upon permission in writing granted by the Chief Engineer of Railroad, or his designee provided, however, that if any commission or other regulatory body duly constituted and appointed in compliance with the laws of the State in which the crossing or occupancy herein provided is situate, and having jurisdiction in the premises, has by ruling or other general order determined and fixed the manner and means of construction, maintenance, repair, alteration, renewal, relocation or removal thereof, then said ruling or general order shall prevail for the crossing or occupancy herein mentioned.

(b) The work of constructing, maintaining, repairing, altering, renewing, relocating or removing the said FACILITIES shall be done under such general conditions as will be satisfactory to and approved by the Chief Engineer of Railroad, or his designee, and as will not interfere with the proper and safe use, operation and enjoyment of the property of the Railroad. Licensee, at its own cost and expense, shall when performing any work in connection with the FACILITIES, furnish any necessary watchmen to see that men, equipment and materials are kept a safe distance away from the tracks of the Railroad.

(c) In addition to, but not in limitation of any of the foregoing provisions, if at any time the Railroad should deem flagmen or watchmen desirable or necessary to protect its operations or property, or its employees, patrons Licensees during the work of construction, maintenance, repair alteration, renewal, relocation or removal of said FACILITIES of Licensee, the Railroad shall have the right to place such flagmen or watchmen at the sole risk, cost and expense of Licensee, which covenants and agrees to bear the full cost and expense thereof and to promptly reimburse the Railroad upon demand. The furnishing or failure to furnish flagmen or watchmen by the Railroad, however, shall not release the Licensee from any and all other liabilities assumed by the Licensee under the terms of this Agreement.

3. If the Licensee desires or is required, as herein provided, to revise, renew, add to or alter in any manner whatsoever the aforementioned FACILITIES, it shall submit plans to Railroad and obtain the written approval of the Chief Engineer of Railroad thereto before any work or alteration of the structure is performed and the terms and conditions of this Agreement with respect to the original construction shall apply thereto. Railroad reserves the right to make adjustments in the rental charges.

4. (a) The Licensee shall at all times be obligated to promptly maintain, repair and renew said FACILITIES; and shall, upon notice in writing from Railroad and requiring it so to do, promptly make such repairs and renewals thereto as may be required by Railroad; or the Railroad, for the purpose of protecting and safeguarding its property, traffic, patrons or employees from damage or injury, may with or without notice to the Licensee at any time make such repairs and renewals thereto and furnish such material therefor as it deems adequate and necessary, all at the sole cost and expense of Licensee.

(b) In the event of any emergency, Licensee will take immediate steps to perform any necessary repairs, and in the event Licensee fails so to do, Railroad will perform said necessary repairs at the sole cost and expense of Licensee.

5. (a) The supervision over the location of the construction work and inspection of the FACILITIES and the approval of the material used in construction, maintenance, repair, alteration, renewal, relocation and removal of the aforesaid FACILITIES covered by the Agreement shall be within the jurisdictional rights of the Railroad.

(b) The right of supervision over the location of the construction work and inspection of the FACILITIES from time to time thereafter by the Railroad, shall extend for an appropriate distance on each side of the property of the Railroad as the method of construction and materials used may have an important bearing upon the strength and stability of the FACILITIES over, under, upon or in the property of the Railroad.

6. Licensee shall comply with all Federal, State and local laws, and assume all cost and expense and responsibility in connection therewith, without any liability, whatsoever on the part of the Railroad.

7. (a) It is understood between the parties hereto that the operations of the Railroad at or near said FACILITIES involve some risk, and the Licensee as part of the consideration for this license hereby releases and waives any right to ask for or demand damages for or account of loss of or injury to the FACILITIES (and contents thereof) of the Licensee that are over, under, upon, or in the property and facilities of the Railroad including the loss of or interference with service or use thereof and whether attributable to the fault, failure or negligence of the Railroad or otherwise.

(b) And the Licensee also covenants and agrees to and shall at all times indemnify, protect, save harmless, and defend the Railroad from and against all cost or expense resulting from any and all losses, damages, detriments, suits, claims, demands, costs and charges which the said Railroad may directly or indirectly suffer, sustain or be subjected to by reason or on account of the construction, placement, attachment, presence, use, maintenance, repair, alteration, renewal, relocation or removal of said FACILITIES in, on, about or from the premises of Railroad whether such losses and damages be suffered or sustained by the Railroad directly or by its employees, patrons, or licensees, or be suffered or sustained by other persons or corporations, including the Licensee, its employees and agents who may seek to hold the Railroad liable therefor, and whether attributable to the fault, failure or negligence of the Railroad or otherwise, except when proved by Licensee to be due directly to the sole negligence of the Railroad.

(c) If a claim or action is made or brought against either party and for which the other party may be responsible hereunder in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such matter.

8. All cost and expenses in connection with the construction, maintenance, repair, alteration, renewal, relocation and removal of said FACILITIES shall be borne by the Licensee, and in the event of work being performed or material furnished by Railroad under the stipulated right to perform such work of construction, maintenance, repair, alteration, renewal, relocation or removal under any section hereof, Licensee agrees to pay to the Railroad the actual cost of material plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material management expenses and the actual cost of labor plus the current applicable overhead percentages as developed and published by the accounting department of Railroad for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers liability insurance, public liability insurance, and other insurance, taxes and all other indirect expenses. It is to be understood that the aforementioned material and labor overhead charges are to be applied at the rates which are effective at the time of the performance of any work by employees of the Railroad on the said FACILITIES. Licensee agrees to pay such bills within thirty (30) days of the presentation thereof by Railroad.

9. Upon removal or abandonment of the FACILITIES covered hereby, by Licensee, all the rights, title and interest of the Licensee hereunder shall cease and determine, and this instrument shall thereupon become and be null and void, without any liability on the part of either party to the other party except only as to any rentals and liability accrued prior thereto, and the Licensee shall remove its said FACILITIES and appurtenances from Railroad property, and right-of-way and all property of the Railroad shall be restored in good condition and to the satisfaction of the Railroad. If the Licensee fails or refuses to remove its FACILITIES and appurtenances under the foregoing conditions, the Railroad shall be privileged to do so at the cost and expense of the Licensee, and the Railroad shall not be liable in any manner to the Licensee for said removal.

10. In the event the FACILITIES consist of an underground occupation, Licensee will be responsible for any settlement caused to the roadbed, right of way and/or tracks, facilities, and appurtenances of the Railroad arising from or as a result of the installation of the said FACILITIES for a period of one (1) year subsequent to the date of completion of the installation, and Licensee agrees to pay to the Railroad on demand the full cost and expense therefor.

11. In the event the said FACILITIES consist of electrical power or communication wires and/or appurtenances, the Licensee shall at all times be obligated promptly to remedy any inductive interference growing out of or resulting from the presence of its FACILITIES; and if the Licensee should fail so to do, then Railroad may do so, and the Licensee agrees to pay to Railroad on demand the full cost and expense therefor.

12. As part of the consideration of the within Agreement, Licensee covenants and agrees that no assessments, taxes or charges of any kind shall be made against Railroad or its property by reason of the construction of said FACILITIES of Licensee, and Licensee further covenants and agrees to pay to Railroad promptly upon bills rendered therefor the full amount of any assessments, taxes or charges of any kind which may be levied, charged, assessed or imposed against the Railroad or its property by reason of the construction and maintenance of said FACILITIES of Licensee.

13. The rights conferred hereby shall be the privilege of the Licensee and its contractors only, and no assignment or transfer hereof shall be made, or other use by permitted than for the purpose stated on page one without the consent and agreement in writing of the Railroad being first had and obtained.

14. This Agreement shall take effect as of the day of A.D. 2001

The terms of this Agreement shall be binding and effective upon all the parties hereto, and unless and until terminated, as herein before provided, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, subject, however, to the provisions of Article 14 of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

Approved as to Form
R. Serpe 8-1-91

INDIANA HARBOR BELT RAILROAD COMPANY'

WITNESS

----- By -----ITS General Manager

WITNESS

By -----
ITS

Street Address

city State Zip

IN WITNESS WHEREOF:
The Grantor has caused this instrument, consisting of ____ pages, including inserted pages Exhibits A and B, and this page, to be executed in quadruplicate by its _____ President, and attested to by its _____ Secretary and its corporate seal hereunto affixed on the day and date first written above.

INDIANA HARBOR BELT

BY: _____
President

ATTEST:

Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for the County and
State aforesaid, DO HEREBY CERTIFY that _____, President, and
_____, Secretary of INDIANA HARBOR BELT, a
_____ who are personally known to me to be the same persons whose
names are subscribed in the foregoing instrument as such _____ President, and
_____ Secretary, appeared before me this day in person and acknowledged
that they signed, sealed, and delivered the said instrument of writing as their free and voluntary
act, and as the free and voluntary act for the uses and purposes therein set forth, caused the
corporate seal of this Company to be thereto attached.

GIVEN under my hand and Notarial Seal this _____ day of
_____, A.D., 2001.

NOTARY PUBLIC

My Commission expires:
_____, A.D., 20__.

APPROVED:

THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a Municipal Corporation

Engineer of T.A.R.P.

Assistant Chief Engineer Infrastructure

Acting Chief Engineer

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney

Attorney

APPROVED:

General Superintendent